

Desoto County, Mississippi

Freeport-Tunica 230 KV Line WA 61196

FCA 350.2

## RIGHT OF WAY INSTRUMENT

In consideration of Ten Dollars (\$10.00) cash, and other valuable consideration, receipt of all of which is hereby acknowledged, I/We (acting personally for and on behalf of our heirs, successors and assigns and any other person claiming the property hereinafter described, called collectively "Grantor", do hereby grant, convey and warrant unto MISSISSIPPI POWER & LIGHT COMPANY, its successors and assigns (herein called "Grantee"), a right of way and easement one hundred twenty-five feet (125') in width for the location, construction, reconstruction, operation, maintenance and removal of electric power lines and circuits and/or communications lines and circuits, including poles, towers, cross arms, insulators, wires, cables, hardware, transformers, switches, guy wires, anchors and all other equipment, structures (but not including substations or buildings), material and appliances now or hereafter used, useful or desired in connection therewith, and together with the right on said right of way at any time, now or in the future, to locate, construct, reconstruct, operate and maintain one or more communications lines and circuits with associated hardware equipment, material and appliances for use by Grantee and/or other parties over, across, under (provided that no right of way or easement to construct, install, maintain, or use any pipeline is granted by Grantor hereby and provided further that should any electric power lines, circuits, communication lines, wires, cables or other equipment, material or appliances permitted hereunder be placed under the described land they shall be placed at such a depth so as not to interfere with normal and usual farming practices on the land), or on that land in the County of Desoto, Mississippi, described as follows, to-wit:

See attached Exhibit A (plat) and Exhibit B (legal description) which are attached hereto and incorporated by reference.

By the acceptance of this instrument, Mississippi Power & Light Company, or its successors, agree to pay to Grantor, their heirs and assigns, any damages to crops planted, growing, or matured caused by construction, maintenance or other activities authorized hereby,

Together with the right of ingress and egress to and from said right of way across the adjoining land of the Grantors, the passage of vehicles and equipment upon said right of way.

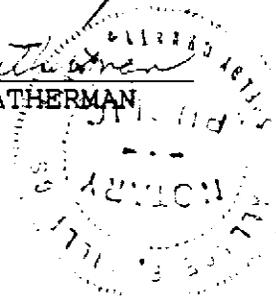
W1:80CC172

Grantee shall have the full right, without further compensation, to clear and keep clear said right of way, including the right to cut down, condition, treat or otherwise remove all trees, timber, undergrowth and other obstructions. Grantee shall have the further right to cut down, from time to time, all trees that are tall enough to strike the wire in falling, where located beyond the limits of said right of way (called "danger trees"). Payment for the first cutting of danger trees is included in the above consideration. Grantee shall pay to Grantors, or successors in title, the reasonable market value of danger trees cut thereafter.

Grantors covenant that they will not construct or permit the construction of any house, barn, well or other structure or hazard on said right of way.

It is understood that Grantor shall have, at all times the right to use said right of way for any lawful purpose provided it does not interfere with the rights herein created in Grantee, that Grantee will not enclose said right of way and that Grantor will use the best efforts to protect Grantee's property on said right of way.

WITNESS my/our signature, this the 23<sup>RD</sup> day of January, 1987.

Mary Carroll Seabrook Leatherman  
MARY CARROLL SEABROOK LEATHERMAN  


STATE OF TENNESSEE ]  
COUNTY OF SHELBY ]

Personally appeared before me, the undersigned authority in and for the above jurisdiction the within named Mary Carroll Seabrook Leatherman, who acknowledged that she signed and delivered the foregoing instrument on the day and year therein mentioned.

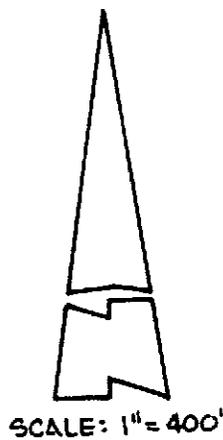
Given under my hand and official seal, this the 23<sup>RD</sup> day of January, 1987.

Wallace B. Bell  
Notary Public

My Commission Expires:  
My Commission Expires Nov 12, 1989

SECTION 7  
SECTION 18

SECT. LINE



1/2 SECTION LINE

172.7'

15'

62E'

62E'

2,279'

2,541'

6.9 ACRES ±

PROPOSED R/W

PROPOSED R/W

181.1'

EXISTING 115 KV TRANS. LINE

PROP. 230 KV TRANS. LINE

172.7'

1/2 SECT. LINE

181.1'

349'

PROPOSED R/W  
1.4 ACRES ±

T-2-S  
18  
R-9-W

R & HIGHWAY R/W  
NO. 61

U.S. HIGHWAY

**EXHIBIT "A"**

SKETCH SHOWING MISSISSIPPI POWER & LIGHT CO'S. PROP. TUNICA TO FREEPORT 230 KV TRANS. LINE RIGHT-OF-WAY ACROSS MARY CARROLL SEABROOK LEATHERMAN PROPERTY IN SECTION 18, T-2-S, R-9-W, DESOTO CO., MISS.  
DATE: 1-20-87 SCALE: 1" = 400'

Filed @ \_\_\_\_\_ M, \_\_\_\_\_, 198  
Recorded in Book \_\_\_\_\_ Page \_\_\_\_\_  
H. G. Ferguson, Clerk

TUNICA-FREEPORT 230 KV TRANSMISSION LINE  
MARY CARROLL SEABROOK LEATHERMANN

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A parcel of right of way, 125 feet in width, situated in Section 18, Township 2 South, Range 9 West, DeSoto County, Mississippi, being more particularly described as follows:

Commencing at the northeast corner of Section 18, thence run west along the north line of Section 18 to a point 15.0 feet from (as measured perpendicular to) the centerline of Mississippi Power & Light Company's existing Tunica-Walls 115 KV transmission line, said point being the Point of Beginning of the parcel herein described; thence run southwesterly along a line parallel to said transmission line a distance of 2279 feet to the west line of the NE $\frac{1}{4}$  of Section 18; thence run South along Grantor's property line a distance of 181.1 feet to a point 140.0 feet from (as measured perpendicular to) the centerline of said transmission line; thence run northeasterly along a line parallel to said transmission line a distance of 2541 feet to the north line of Section 18 (Grantor's north property line); thence run West along the north line of Section 18 a distance of 172.7 feet to the Point of Beginning. This parcel contains 6.9 acres, more or less.

-ALSO-

Commencing at the northeast corner of Section 18, thence run west along the north line of Section 18 to a point 15.0 feet from (as measured perpendicular to) the centerline of said transmission line; thence run southwesterly along a line parallel to said transmission line a distance of 3664 feet to a point on the south line of the NW $\frac{1}{4}$  of Section 18 (Grantor's property line); said point being the Point of Beginning of the parcel herein described; thence continue southwesterly along a line parallel to said transmission line a distance of 349 feet to a point on Grantor's west property line; thence run South along Grantor's west property line a distance of 181.1 feet to a point 140 feet from (as measured perpendicular to) the centerline of said transmission line; thence run northeasterly along a line parallel to said transmission line a distance of 611 feet to a point on the south line of the NW $\frac{1}{4}$  of Section 18 (Grantor's property line); thence run West along Grantor's property line a distance of 172.7 feet to the Point of Beginning. This parcel contains 1.4 acres, more or less.

Total right of way on Mary Carroll Seabrook Leatherman is 8.3 acres, more or less.

Glenn Parker  
1-9-87

*Exhib. "B"*

FILED 10:30 AM Feb. 13 1987  
Recorded in Book 190 Page 340  
H. C. Ferguson, Clerk